

BILL LOCKYER, Attorney General  
of the State of California  
AMY FAN, State Bar No. 156211  
Deputy Attorney General  
California Department of Justice  
300 So. Spring Street, Suite 1702  
Los Angeles, CA 90013  
Telephone: (213) 897-0188  
Facsimile: (213) 897-9395

Attorneys for Complainant

**BEFORE THE  
PHYSICAL THERAPY BOARD OF CALIFORNIA  
DEPARTMENT OF CONSUMER AFFAIRS  
STATE OF CALIFORNIA**

In the Matter of the Accusation Against:

**LAWRENCE HOSMER HURST**  
P.O. Box 1355  
Blythe, California 92226

Physical Therapist License No. PT 17230

Respondent.

Case No. 1D-2003-63406

OAH No. L 2005 080579

**STIPULATED SETTLEMENT AND  
DISCIPLINARY ORDER**

In the interest of a prompt and speedy settlement of this matter, consistent with the public interest and the responsibility of the Physical Therapy Board of California of the Department of Consumer Affairs, the parties hereby agree to the following Stipulated Settlement and Disciplinary Order which will be submitted to the Board for approval and adoption as the final disposition of the Accusation.

**PARTIES**

1. Steven K. Hartzell (Complainant) is the Executive Officer of the Physical Therapy Board of California (Board). He brought this action solely in his official capacity and is represented in this matter by Bill Lockyer, Attorney General of the State of California, by Amy Fan, Deputy Attorney General.

2. Respondent Lawrence Hosmer Hurst (Respondent) is represented in this proceeding by attorney Daniel R. Watkins, Esq. of Watkins & Casaudoumecq, LLP, whose

1 address is 711 West 17th Street, Suite A12, in Costa Mesa, California 92627.

2 . 3. On or about February 7, 1991, the Physical Therapy Board of California  
3 issued Physical Therapist License No. PT 17230 to Respondent. The license was in full force  
4 and effect at all times relevant to the charges brought in Accusation No. 1D-2003-63406 and will  
5 expire on August 31, 2006, unless renewed.

#### 6 **JURISDICTION**

7 4. Accusation No. 1D-2003-63406 was filed before the Board and is  
8 currently pending against Respondent. The Accusation and all other statutorily required  
9 documents were properly served on Respondent on June 3, 2005. Respondent timely filed his  
10 Notice of Defense contesting the Accusation. A copy of Accusation No. 1D-2003-63406 is  
11 attached as exhibit A and incorporated herein by reference.

#### 12 **ADVISEMENT AND WAIVERS**

13 5. Respondent has carefully read, fully discussed with counsel, and  
14 understands the charges and allegations in Accusation No. 1D-2003-63406. Respondent has also  
15 carefully read, fully discussed with counsel, and understands the effects of this Stipulated  
16 Settlement and Disciplinary Order.

17 6. Respondent is fully aware of his legal rights in this matter, including the  
18 right to a hearing on the charges and allegations in the Accusation; the right to be represented by  
19 counsel at his own expense; the right to confront and cross-examine the witnesses against him;  
20 the right to present evidence and to testify on his own behalf; the right to the issuance of  
21 subpoenas to compel the attendance of witnesses and the production of documents; the right to  
22 reconsideration and court review of an adverse decision; and all other rights accorded by the  
23 California Administrative Procedure Act and other applicable laws.

24 7. Respondent voluntarily, knowingly, and intelligently waives and gives up  
25 each and every right set forth above.

#### 26 **CULPABILITY**

27 8. Respondent admits that pursuant to Business and Professions Code section  
28 2660, subdivision (n) and California Code of Regulations, Title 16, section 1399.20, subdivision

1 (a), Respondent committed or engaged in verbal abuse by stating to an employee “screw you.”

2 9. Respondent agrees that his Physical Therapist License is subject to  
3 discipline and he agrees to be bound by the Board's imposition of discipline as set forth in the  
4 Disciplinary Order below.

5 **CONTINGENCY**

6 10. This stipulation shall be subject to approval by the Physical Therapy Board  
7 of California. Respondent understands and agrees that counsel for Complainant and the staff of  
8 the Physical Therapy Board of California may communicate directly with the Board regarding  
9 this stipulation and settlement, without notice to or participation by respondent or his counsel.  
10 By signing the stipulation, respondent understands and agrees that he may not withdraw his  
11 agreement or seek to rescind the stipulation prior to the time the Board considers and acts upon  
12 it. If the Board fails to adopt this stipulation as its Decision and Order, the Stipulated Settlement  
13 and Disciplinary Order shall be of no force or effect, except for this paragraph, it shall be  
14 inadmissible in any legal action between the parties, and the Board shall not be disqualified from  
15 further action by having considered this matter.

16 11. The parties understand and agree that facsimile copies of this Stipulated  
17 Settlement and Disciplinary Order, including facsimile signatures thereto, shall have the same  
18 force and effect as the originals.

19 12. In consideration of the foregoing admissions and stipulations, the parties  
20 agree that the Board may, without further notice or formal proceeding, issue and enter the  
21 following Disciplinary Order:

22 **DISCIPLINARY ORDER**

23 **IT IS HEREBY ORDERED** that Physical Therapist License No. PT 17230  
24 issued to Respondent Lawrence Hosmer Hurst is revoked. However, the revocation is stayed and  
25 Respondent is placed on probation for five (5) years on the following terms and conditions.

26 1. **LICENSE SUSPENSION** As part of probation, respondent's license  
27 shall be suspended for a period 30 days. The suspension shall begin 30 days from the effective  
28 date of this Decision.

1                   **2.     RESTRICTION OF PRACTICE - HOME CARE**   The respondent  
2 shall not provide physical therapy services in a patient's home.

3                   **3.     RESTRICTION OF PRACTICE - MONITORING**   Within 30 days of  
4 the effective date of this decision, respondent shall select a licensed physical therapist to serve as  
5 the professional practice monitor during the period of probation and submit the name of the  
6 licensed physical therapist selected to the Board for approval. The professional practice monitor  
7 shall be selected from an established pool of physical therapists licensed to practice in the State  
8 of California who are currently serving as trained expert consultants for the Board. After the  
9 professional practice monitor has been approved by the Board, the professional practice monitor  
10 in conference with the Board's probation monitor will establish the schedule upon which clinical  
11 visits will be made to respondent's place of employment to review respondent's current practice  
12 and Respondent's adherence to the terms of probation. The practice monitor's visits will occur  
13 not more than on a monthly basis. The professional practice monitor shall report to the Board's  
14 probation monitor on compliance with the terms and conditions of the respondent's probation  
15 after each clinical visit. The report shall indicate whether respondent's practices are within the  
16 standards of practice of physical therapy or billing, or both and whether respondent is practicing  
17 physical therapy safely, billing appropriately, or both.

18               Should the professional practice monitor resign or no longer be available, the Board shall  
19 within 15 days, appoint another physical therapist from the pool of expert consultants.

20               Respondent shall pay all monitoring costs, including the cost of the professional practice  
21 monitor within the time frame agreed upon by the professional practice monitor, but shall not  
22 exceed more than 15 days succeeding each clinical visit.

23               Respondent shall make all patient records available for immediate inspection by the  
24 professional practice monitor at all times, or for copying on premises and shall retain all records  
25 for the entire term of probation.

26               Respondent shall make all appropriate records available for immediate inspection by the  
27 Board's probation monitor at all times, or for copying on premises, and shall retain all records for  
28 the entire term of probation.

1 Failure to comply with any component of this condition as specified above is a violation  
2 of probation.

3 **4. RESTRICTION OF PRACTICE - THIRD PARTY PRESENCE**

4 During probation, respondent shall have a third party present while examining or treating female  
5 patients in private or semi-private areas of the facility. Respondent shall, within 10 days of the  
6 effective date of the decision, submit to the Board or its designee for its approval name(s) of  
7 persons who will act as the third party present. The respondent shall execute a release  
8 authorizing the third party present to divulge any information that the Board may request. The  
9 person(s) acting in the role of the third party present shall be provided with a copy of the  
10 Accusation and Decision and Order. The third party shall not be related to the respondent.

11 **5. EDUCATION COURSE** Within 30 days of the effective date of this  
12 decision, respondent shall submit to the Board, or its designee, for prior approval a physical  
13 therapy remedial educational program in the area or topic of sexual harassment in the workplace  
14 for employers and/or supervisors, which shall not be less than 4 hours.

15 Respondent shall supply documentation verifying satisfactory completion of  
16 coursework. This will be signed by the instructor(s) of the courses and evidence, if applicable, of  
17 passing grades on exams/tests given by the instructor.

18 Failure to comply with any component of this condition as specified above is a  
19 violation of probation.

20 **6. COST RECOVERY** Within 30 days after the effective date of this  
21 decision, the respondent is ordered to reimburse the Board the actual and reasonable investigative  
22 and prosecutorial costs incurred by the Board in the amount of \$12,000. Respondent shall make  
23 monthly payments of \$1000 per month, for 12 months. Monthly payments are due the first  
24 calendar day of each month. In the event Respondent fails to pay the agreed upon monthly  
25 payments within 10 days of the due date, the full amount of costs shall be immediately due and  
26 payable. Failure to pay the ordered reimbursement, or any agreed upon payment, may constitute  
27 a violation of the probation order. The filing of bankruptcy by respondent shall not relieve  
28 Respondent of his responsibility to reimburse the Board. If respondent is in default of his

responsibility to reimburse the Board, the Board will collect cost recovery from the Franchise Tax Board, the Internal Revenue Service or by any other means of attachment of earned wages legally available to the Board. Failure to fulfill the obligations could also result in attachment to the Department of Motor Vehicle registrations or license renewals.

7. **OBEY ALL LAWS** Respondent shall obey all federal, state and local laws, and statutes and regulations governing the practice, inspections and reporting, of physical therapy in California and remain in full compliance with any court ordered criminal probation.

8. **COMPLIANCE WITH ORDERS OF A COURT** The respondent shall be in compliance with any valid order of a court. Being found in contempt of any court order is a violation of probation.

9. **COMPLIANCE WITH CRIMINAL PROBATION AND PAYMENT OF RESTITUTION** Respondent shall not violate any terms and conditions of criminal probation and shall be in compliance with any restitution ordered, payments or other orders.

10. **QUARTERLY REPORTS** Respondent shall submit quarterly reports under penalty of perjury on forms provided by the Board, stating whether there has been compliance with all conditions of probation.

11. **PROBATION MONITORING PROGRAM COMPLIANCE**  
Respondent shall comply with the Board's probation monitoring program.

12. **INTERVIEW WITH THE BOARD OR ITS DESIGNEE** Respondent shall appear in person for interviews with the Board, or its designee, upon request at various intervals.

13. **NOTIFICATION OF PROBATIONER STATUS TO EMPLOYERS**  
The respondent shall notify all present or future employers of the reason for and the terms and conditions of the probation by providing a copy of the Initial Probationary License, Statement of Issues, Accusation and the Decision and Order, or Stipulated Settlement to the employer.  
Respondent shall submit written proof of compliance to the Board of such employer notification and the employer's receipt of such notification within ten days of the effective date of the Decision.

1                   **14.    NOTIFICATION OF CHANGE OF NAME OR ADDRESS** The  
2 respondent shall notify the Board, in writing, of any and all name and/or address changes within  
3 ten days.

4                   **15.    RESTRICTION OF PRACTICE - TEMPORARY SERVICES**  
5 **AGENCIES** The respondent shall not work for a temporary services agency or registry.

6                   **16.    RESTRICTION OF PRACTICE - CLINICAL INSTRUCTOR OF**  
7 **PHYSICAL THERAPY STUDENT INTERNS OR FOREIGN EDUCATED PHYSICAL**  
8 **THERAPIST LICENSE APPLICANTS PROHIBITED** Respondent shall not supervise any  
9 physical therapy student interns or foreign educated physical therapist license applicants during  
10 the entire period of probation. Respondent shall terminate any such supervisory relationship in  
11 existence on the effective date of this probation.

12                   **17.    PROHIBITED USE OF ALIASES** Respondent shall not use aliases  
13 and shall be prohibited from using any name which is not his legally-recognized name or based  
14 upon a legal change of name.

15                   **18.    INTERMITTENT WORK** If the respondent works less than 192 hours  
16 as a physical therapist or a physical therapist assistant in the physical therapy profession in a  
17 period of three months, those months shall not be counted toward satisfaction of the probationary  
18 period. The respondent shall notify the Board if he works less than 192 hours in a three month  
19 period.

20                   **19.    TOLLING OF PROBATION** The period of probation shall run only  
21 during the time respondent is practicing or performing physical therapy within California. If,  
22 during probation, respondent does not practice or perform within California, respondent is  
23 required to immediately notify the probation monitor in writing of the date that respondent is  
24 practicing or performing physical therapy out of state, and the date of return, if any. Practicing or  
25 performing physical therapy by the respondent in California prior to notification to the Board of  
26 the respondent's return will not be credited toward completion of probation. Any order for  
27 payment of cost recovery shall remain in effect whether or not probation is tolled.

28 //

1                   **20.     VIOLATION OF PROBATION** If respondent violates probation in any  
2 respect, the Board, after giving respondent notice and the opportunity to be heard, may revoke  
3 probation and carry out the disciplinary order that was stayed. If an accusation or petition to  
4 revoke probation is filed against respondent during probation, the Board shall have continuing  
5 jurisdiction until the matter is final, and the period of probation shall be extended until the matter  
6 is final.

7                   **21.     REQUEST TO SURRENDER LICENSE DUE TO RETIREMENT,**  
8 **HEALTH OR OTHER REASONS** Following the effective date of this probation, if  
9 respondent ceases practicing or performing physical therapy due to retirement, health or other  
10 reasons, or is otherwise unable to satisfy the terms and conditions of probation, respondent may  
11 request to surrender his license to the Board. The Board reserves the right to evaluate the  
12 respondent's request and to exercise its discretion whether to grant the request, or to take any  
13 other action deemed appropriate and reasonable under the circumstances. Upon formal  
14 acceptance of the tendered license, the terms and conditions of probation shall be tolled until  
15 such time as the license is no longer renewable, the respondent makes application for the renewal  
16 of the tendered license or makes application for a new license.

17                   **22.     COMPLETION OF PROBATION** Upon successful completion of  
18 probation, respondent's license shall be fully restored.

19                   **23.     CALIFORNIA LAW EXAMINATION - WRITTEN EXAM ON THE**  
20 **LAWS AND REGULATIONS GOVERNING THE PRACTICE OR PERFORMANCE OF**  
21 **PHYSICAL THERAPY** Within 90 days of the effective date of this decision, respondent shall  
22 take and pass the Board's written examination on the laws and regulations governing the practice  
23 of physical therapy in California. If respondent fails to pass the examination, respondent shall be  
24 suspended from the practice of physical therapy until a repeat examination has been successfully  
25 passed.

26                   **24.     PRACTICE OR PERFORMANCE OF PHYSICAL THERAPY**  
27 **WHILE ON PROBATION** It is not contrary to the public interest for the respondent to  
28 practice and/or perform physical therapy under the probationary conditions specified in the



1 disciplinary order. Accordingly, it is not the intent of the Board that this order, the fact that the  
2 respondent has been disciplined, or that the respondent is on probation, shall be used as the sole  
3 basis for any third party payor to remove respondent from any list of approved providers.

4                   **25.     PROBATION MONITORING COSTS** Respondent shall reimburse all  
5 costs incurred by the Board for probation monitoring during the entire period of probation.  
6 Respondent will be billed at least quarterly. Such costs shall be made payable to the Physical  
7 Therapy Board of California. Failure to make ordered reimbursement within 90 days of the  
8 billing shall constitute a violation of the probation order.

9   **ACCEPTANCE**

10                   I have carefully read the above Stipulated Settlement and Disciplinary Order and  
11 have fully discussed it with my attorney, Daniel R. Watkins, Esq. I understand the stipulation  
12 and the effect it will have on my Physical Therapist License. I enter into this Stipulated  
13 Settlement and Disciplinary Order voluntarily, knowingly, and intelligently, and agree to be  
14 bound by the Decision and Order of the Physical Therapy Board of California.

15 DATED: February 7, 2006.

16   Original Signed By: \_\_\_\_\_  
17   LAWRENCE HOSMER HURST  
18   Respondent

19                   I have read and fully discussed with Respondent Lawrence Hosmer Hurst the  
20 terms and conditions and other matters contained in the above Stipulated Settlement and  
21 Disciplinary Order. I approve its form and content.

22 DATED: February 7, 2006.

23  
24   Original Signed By: \_\_\_\_\_  
25   DANIEL R. WATKINS, ESQ.  
26   Attorney for Respondent

27  
28 //

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

**ENDORSEMENT**

The foregoing Stipulated Settlement and Disciplinary Order is hereby respectfully submitted for consideration by the Physical Therapy Board of California of the Department of Consumer Affairs.

DATED: February 7, 2006.

BILL LOCKYER, Attorney General  
of the State of California

Original Signed By:  
AMY FAN  
Deputy Attomey General  
  
Attorneys for Complainant

DOJ Matter ID: LA2004602672  
Hurst Stipulated Decision.wpd

**Exhibit A**

**Accusation No. 1D-2003-63406**

**(Accusation will be attached to final submission to Board)**

**BEFORE THE  
PHYSICAL THERAPY BOARD OF CALIFORNIA  
DEPARTMENT OF CONSUMER AFFAIRS  
STATE OF CALIFORNIA**

In the Matter of the Accusation Against:

**LAWRENCE HOSMER HURST**  
P.O. Box 1355  
Blythe, California 92226

Physical Therapist No. PT 17230

Respondent.

Case No. 1D-2003-63406

OAH No. L 2005 080579

**DECISION AND ORDER**

The attached Stipulated Settlement and Disciplinary Order is hereby adopted by the Physical Therapy Board of California, Department of Consumer Affairs, as its Decision in this matter.

This Decision shall become effective on April 3, 2006.

It is so ORDERED March 3, 2006.

Original Signed By:  
FOR THE PHYSICAL THERAPY BOARD OF CALIFORNIA  
DEPARTMENT OF CONSUMER AFFAIRS  
Donald Chu, PhD, PT, President